



PSLT – Adobe Stock (2018v1)

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3. **Restrictions.** The below restrictions are in addition to the restrictions in the General Terms which also apply to a Work:
 - 3.1 **General Restrictions.** Customer must not:
 - (A) use the Work in any way that allows a third party to use, download, extract or access the Work as a stand-alone file;
 - (B) take any action in connection with the Work that infringes the intellectual property or other rights of any person or entity, such as the moral rights of the creator of the Work and the rights of any person who, or any person whose property, appears in the Work;
 - (C) incorporate the Work into a trademark, logo or service mark;
 - (D) use the Work in a pornographic, defamatory, or otherwise unlawful manner;
 - (E) use the Work in a way that depicts models and/or property in connection with a subject that a reasonable person could consider unflattering, immoral, or controversial, taking into account the nature of the Work, examples of which could include, without limitation, ads for tobacco; adult entertainment clubs or similar venues or services; endorsements of political parties or other opinion-based movements; or implying mental or physical impairment;
 - (F) use the Work in an editorial manner without the credit line or attribution, placed in a way that is reasonable to the applicable use, in this format: “Author Name / stock.adobe.com”, or as designated on the Adobe Stock website for enterprise customers;
 - (G) remove, obscure or alter any proprietary notices associated with the Works; or
 - (H) use the Work on a social media platform or other third-party website if such platform or website’s terms of use state that it may use the Work for its own purpose or in a manner that exceeds the license granted in this PSLT.

3.2 Standard License Restrictions.

- (A) Customer may not, in the aggregate, (1) cause or allow any Work to appear on more than 500,000 printed materials (including copies); and/or (2) incorporate the Work into a performance, broadcast or digital production if the audience is expected to be greater than 500,000 viewers. This restriction does not apply to Works that are only displayed on websites, social media sites or mobile applications.
- (B) Customer may only distribute the Work as incorporated into an item of merchandise if (1) the Work has been modified to the extent that the modified work is not substantially similar to the original Work and can qualify as an original work of authorship; or (2) the primary value of the item of merchandise does not lie with the Work itself.

3.3 **Editorial Use Restrictions.** For Works designated as “editorial use only”, Customer may only use those Works (A) in a manner that maintains the editorial context and meaning of the Work; (B) in relation to events or topics that are newsworthy or of general interest to the public; and (C) in compliance with any additional third party licensor restrictions displayed on the website in the details panel of such Work. Customer must not (1) use these Works for any commercial (i.e., promotional, advertorial or merchandising) purpose; or (2) modify these Works, except for minor adjustments for technical quality or slight cropping or resizing. If Customer wishes to use an editorial Work for a commercial purpose, Customer must (a) obtain a license directly from the copyright owner of the Work; and (b) secure additional permissions as necessary.

4. Third Party Intellectual Property Claims.

4.1 **Adobe’s Obligations.** For purposes of this PSLT, an “**Infringement Claim**” as defined in the General Terms includes a third-party Claim against Customer during the License Term to the extent the Claim alleges that an Indemnified Work directly infringes the third party’s patent, copyright, trademark, publicity or privacy rights. “**Indemnified Work**” means a Work that Customer has downloaded and paid for.

4.2 **Additional Conditions.** Adobe will have no liability for any Infringement Claim that is a result of: (A) any modification of the Indemnified Work; (B) any combination of the Indemnified Work with any other works; (C) any use of the Indemnified Work after Adobe has instructed Customer to stop using the Indemnified Work; (D) Customer’s use of the Indemnified Work in violation of this Agreement; (E) any use of Works designated as “editorial use only”; or (F) the context in which Customer uses the Indemnified Work.

- 5. **Other Claims.** Customer will defend, at its expense, any third-party Claim against Adobe that is a result of Customer’s breach of the terms of this Agreement.
- 6. **Reservation.** If Adobe reasonably believes that a Work may be subject to a third-party claim or if a Work is otherwise in violation of this Agreement, then Adobe may instruct Customer to cease all use, reproduction, modification, display, distribution and possession of that Work, and Customer must promptly comply with Adobe’s instructions. Adobe may, at any time, (A) terminate the license to any Work upon notice to Customer in the event of Customer’s breach of this Agreement; (B) discontinue the licensing of any Work; and (C) deny the downloading of any Work.
- 7. **Effect of Termination.** Upon termination of the Agreement, Customer may continue to use Works that Customer has downloaded and paid for, subject to its compliance with the Agreement.
- 8. **Third-Party Notices.** The creators of certain public standards and publicly available code, as well as other third-party licensors, require that certain notices be passed through to the end users of the On-demand Service. These third-party notices are located at <http://www.adobe.com/go/thirdparty> (or a successor website thereto). The inclusion of these third-party notices does not limit Adobe’s obligations to the Customer.